

EXHIBIT B

THE HONORABLE RONALD E. COX (RET.)

ARBITRATION BEFORE JAMS

BUNGIE, INC.,

Claimant,

v.

AIMJUNKIES.COM; PHOENIX
DIGITAL GROUP LLC; DAVID
SCHAEFER; JORDAN GREEN;
JEFFREY CONWAY; and JAMES MAY,

Respondents.

No. 5160000075

~~PROPOSED~~ PERMANENT
INJUNCTION

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

INJUNCTION

For the reasons identified in the Final Award, Respondents AimJunkies.com, Phoenix Digital Group LLC, David Schaefer, Jordan Green, Jeffrey Conway, and James May (collectively, "Respondents"), and their officers, agents, representatives, servants, employees, heirs, successors, and assigns, and all others in active concert or participation with Respondents are hereby permanently enjoined from:

1. Creating, writing, developing, advertising, promoting, and/or offering for sale or otherwise distributing any technology that circumvents any technological measure that effectively controls access to any Bungie work protected under title 17 of the

[PROPOSED] PERMANENT INJUNCTION (NO.
5160000075) – 1

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Perkins Coie LLP
1201 Third Avenue, Suite 4900
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Phone: 206.359.8000
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- 1 United States Code or effectively protects a right of Bungie under title 17 of the
- 2 United States Code in a work or a portion thereof;
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- 5 2. Creating, writing, developing, advertising, promoting, and/or offering for sale or
- 6 otherwise distributing cheat software that bypasses, evades, or avoids detection by
- 7 technological measures that Bungie employs to prevent the use of cheat software
- 8 within any Bungie product;
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- 13 3. Descrambling, decrypting, avoiding, bypassing, removing, deactivating, or
- 14 impairing a technological measure that controls access to Bungie's work under
- 15 title 17 of the United States Code;
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- 19 4. Reverse engineering, attempting to reverse engineer, or attaching reverse-
- 20 engineering software to a process in memory of any Bungie product that contains
- 21 technological measures that Bungie employs to prevent reverse engineering;
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- 25 5. Manufacturing, importing, offering to the public, providing, or otherwise
- 26 trafficking in any technology, product, service, device, component, or part thereof
- 27 that (A) is primarily designed or produced for the purpose of circumventing a
- 28 technological measure that effectively controls access to a Bungie work protected
- 29 under title 17 of the United States Code; (B) has only limited commercially
- 30 significant purpose or use other than to circumvent a technological measure that
- 31 effectively controls access to a Bungie work protected under title 17 of the United
- 32 States Code; or (C) is marketed by Respondents or another acting in concert with
- 33 Respondents with any of Respondents' knowledge for use in circumventing a
- 34 technological measure that effectively controls access to a Bungie work protected
- 35 under title 17 of the United States Code;
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- 47 6. Manufacturing, importing, offering to the public, providing, or otherwise
- 48 trafficking in any technology, product, service, device, component, or part thereof
- 49 that (A) is primarily designed or produced for the purpose of circumventing
- 50
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1 protection afforded by a technological measure that effectively protects a right of
 2 Bungie under title 17 of the United States Code in a work or a portion thereof; (B)
 3 has only limited commercially significant purpose or use other than to circumvent
 4 protection afforded by a technological measure that effectively protects a right of
 5 Bungie under title 17 of the United States Code in a work or a portion thereof; or
 6 (C) is marketed by Respondents or another acting in concert with any of
 7 Respondents' knowledge for use in circumventing protection afforded by a
 8 technological measure that effective protects a right of Bungie under title 17 of
 9 the United States Code in a work or a portion thereof;
 10

- 11 7. Manufacturing, importing, offering to the public, providing, or otherwise
 12 trafficking in any technology, produce, service, device, component, or part thereof
 13 that is marketed by Respondents or another acting in concert with Respondents
 14 with any of Respondents' knowledge as cheat software that is undetectable or
 15 evades anti-cheat for any Bungie product;
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- 17 8. Downloading, installing, and/or using any of Bungie's copyrighted works,
 18 including but not limited to *Destiny 2* or any derivative work thereof, including
 19 but not limited to any of its expansions, or any other downloadable content
 20 associated with *Destiny 2* offered by Bungie;
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- 22 9. Reverse engineering, deriving source code, modifying, decompiling,
 23 disassembling, and/or creating derivative works of any of Bungie's copyrighted
 24 works, including but not limited to *Destiny 2*, in whole or in part;
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- 26 10. Hacking or modifying any of Bungie's copyrighted works, including but not
 27 limited to *Destiny 2*;
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- 29 11. Creating, developing, modifying, distributing, or using any unauthorized software
 30 programs to gain advantage in any online or multiplayer game modes in any of
 31 Bungie's products; and
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- 1 12. Aiding, assisting, or inducing another person or entity in any of the activities
2 described in 1–11, or directly benefiting from another person or entity engaging in
3 any such activities.
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6 Respondents and their officers, agents, representatives, servants, employees, heirs,
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8 successors, and assigns, and all others in active concert or participation with Respondents are
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10 further ordered to:
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- 12 13. Destroy all copies of Bungie’s copyrighted works, including but not limited to
13 *Destiny 2* or any derivative work thereof, including but not limited to any of its
14 expansions, or any other downloadable content associated with *Destiny 2* offered
15 by Bungie; and
16
17 14. Upon final adjudication of the federal court case captioned *Bungie, Inc. v.*
18 *AimJunkies.com, et al.*, No. 2:21-cv-811 (W.D. Wash.) between Bungie and
19 Respondents, destroy all copies of any cheat software for Bungie’s copyrighted
20 works, including but not limited to *Destiny 2* or any derivative work thereof,
21 including but not limited to any of its expansions, or any other downloadable
22 content associated with *Destiny 2* offered by Bungie.
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32 **BINDING EFFECT**

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34 IT IS FURTHER ORDERED that this Permanent Injunction shall be binding upon and
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36 inure to the benefit of the parties and all successors, assigns, parent entities, subsidiaries,
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38 officers, directors, members, shareholders, distributors, agents, affiliates, and all other persons
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40 who are in active concert or participation with anyone described herein, who receive actual
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42 notice of this Permanent Injunction by personal service or otherwise.
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44 **IT IS SO ORDERED**

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DATED January 31, 2023.



THE HONORABLE RONALD E. COX (RET.)
JAMS

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that they served a true and correct copy of the foregoing
[PROPOSED] PERMANENT INJUNCTION to the following via the email address below:

Philip P. Mann
Mann Law Group PLLC
403 Madison Ave. N.
Suite 240
Bainbridge Island, WA 98110
Telephone: 206.855.8839
Facsimile: 866.341.5140
Email: phil@mannlawgroup.com

Attorney for Respondents

**I certify under penalty of perjury under the laws of the State of
Washington that the foregoing is true and correct.**

EXECUTED this 23rd day of January, 2023.

By: /s/Christian W. Marcelo
Christian W. Marcelo
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